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Sec/ 5451

AGREEMENT
BETWEEN
THE LAWRENCE UNION FREE SCHOOL DISTRICT
AND
THE EDUCATIONAL SECRETARIES ASSOCIATION

JULY 1, 2003 - JUNE 30, 2007

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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**AGREEMENT BETWEEN
THE LAWRENCE UNION FREE SCHOOL DISTRICT AND
THE EDUCATIONAL SECRETARIES ASSOCIATION**

July 1, 2003 - June 30, 2007

ARTICLE I

A. RECOGNITION

The Board of Education of the Lawrence Union Free School District (hereinafter, "Board", or "Board of Education" or "Lawrence Public Schools" or "District") recognizes the Educational Secretaries Association (hereinafter, "Association" or "Unit") as the official and exclusive representative for all employees in the Operations Negotiating Unit for the purposes of collective negotiations and administration of grievances which may arise from this Agreement. The Operations Negotiating Unit shall include all full and part-time employees of the secretarial/clerical staff who work four (4) or more hours per day on a regular basis, ten (10) or more months per year. Such secretarial/clerical staff shall include the following Civil Service classifications of employees: Typist-Clerk, Senior Typist-Clerk, Telephone Operator, Stenographer, Senior Stenographer, Principal's Secretary, Assistant Buyer, Account Clerk, Senior Account Clerk, Principal Account Clerk, Accountant, and Administrative Assistant. Such recognition by the Board of Education shall extend for the maximum period permitted by law. No member of the negotiating unit which is described herein shall receive less compensation and salary for the same duties heretofore performed by reason of any term or provision of this Agreement.

B. PROCEDURES FOR NEGOTIATIONS

1. **NEGOTIATING TEAMS** - The Board's designated representative, under the direction of the Superintendent, or a person or person, designated by him/her, will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements.

2. **OPENING NEGOTIATIONS** - Upon a request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than fifteen (15) calendar days following such request. In any given school year, such request shall be made on or before January 15th. All issues proposed for discussion shall be submitted in writing by the Association to the Board, or its designated representatives, and by the Board or its designated representatives to the Association at the first meeting. The second meeting and all necessary meetings shall be called at times and in a place mutually agreed upon by the parties.

3. **NEGOTIATION PROCEDURES** - Designated representatives of the Board shall meet at such mutually agreed upon places and times with the representatives of the Association for the purpose of exchanging facts, opinions, proposals and counterproposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings as described in Paragraph 2 above, such additional meetings shall be held as the parties may require to reach an understanding on the issue(s) or until an impasse is reached.

4. **EXCHANGE OF INFORMATION** - Both parties and/or the Superintendent or his/her representative shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration.

5. **CONSULTANTS** - The parties may utilize consultants to appear at negotiations sessions. Such appearances, however, are to be limited to the subject and/or area under discussion at that time.

6. **COMMITTEE REPORTS** - The parties agree that during the period of negotiations, and prior to reaching an agreement to be submitted to the Board and the Association, the proceedings of the negotiations shall be kept confidential and shall not be released to anyone unless such an issuance has the prior approval of both parties.

7. **REACHING AGREEMENT** - When a total agreement is reached by the negotiating teams, such agreement shall be reduced to writing as a memorandum of understanding and submitted to the Association and Board of Education for ratification.

8. **DISTRIBUTION OF AGREEMENT** - A complete copy of the signed agreement between the Superintendent of Schools and the Educational Secretaries Association for each member of the said Association is to be given to the President of the Educational Secretaries Association for distribution to the members within thirty (30) working days after the Agreement is signed. Distribution to Association members shall precede by twenty-four (24) hours distribution to any members of another unit.

ARTICLE II - SALARIES AND OTHER COMPENSATION

A. The Salary Schedules for 2003-04, 2004-05, 2005-06 and 2006-07 are attached as Appendices A, B, C, and D.

- (1) The salary schedule for 2003-04 is reflected in Appendix A and includes a 3% increase over the 2002-03 salary schedule. As of July 1, 2003 all eligible unit members advanced one step on the 2003-04 schedule.

- (2) The salary schedule for 2004-05 is reflected in Appendix B and includes an additional 3% increase over the 2003-04 schedule. Effective July 1, 2004, all eligible unit members advanced one step on the 2004-05 schedule.
 - (3) The salary schedule for 2005-06 is reflected in Appendix C and includes an additional 3.25% increase over the 2004-05 schedule. Effective July 1, 2005, all eligible unit members will advance one step on the 2005-06 schedule.
 - (4) The salary schedule for 2006-07 is reflected in Appendix D and includes an additional 3.25% increase over the 2005-06 schedule. Effective July 1, 2006, all eligible unit members will advance one step on the 2006-07 schedule.
- B. Salary payments will be made at half-month intervals in accordance with the schedule of salary payments established by the Business Office. A copy of this schedule will be distributed to all employees of the unit at the beginning of each school year. When technically feasible, a direct deposit option shall be made on a voluntary basis.
- C. Members of the unit who are required to work more than thirty-five hours in any one week will be paid at an overtime rate equal to one and one-half times his/her regular hourly rate. Any work by a member of the unit beyond the basic thirty-five hours per week must have the prior approval of the immediate supervisor.
1. The above shall also apply if a member is requested to work during a school recess or school holiday, unless it is part of his/her regular work year.
 2. The above shall also apply if a member is requested to work on a day that pupils in that building are excused from attendance due to inclement weather.
- D. Each Association member shall advance one step on the salary schedule each year even if making a transfer from one category to another, provided that if such transfer produces an increase of \$2,500.00 or more, then the unit member shall be placed on that step that produces an increase closest to, but not exceeding \$2,500.00. Effective July 1, 2005, said limits shall be increased to \$4,000.00.
- E. A full range plan of Section 125 of the IRS Code shall be made available on a voluntary basis.
- F. For the 2003-07 Contract, members will be eligible for increment payments on July 1 of 2003, 2004, 2005, and 2006. Upon expiration of this contract, if a successor agreement has not been reached, step increases under this contract, shall continue to be made on July 1 of each succeeding year during any contract hiatus.

- G. Notwithstanding the terms of paragraph C hereof, during the period of this Contract, unit members required to work as a chaperone after the conclusion of the normal work day shall be paid in accordance with Appendix C-1 Extra Compensation Schedule III Supervision of Athletic Contests & Fee Charging or Fund Raising Student Activities as contained in the Agreement between the Lawrence Board of Education and the Lawrence Teachers' Association covering the period July 1, 1999 through June 30, 2005, as hereafter amended and as may thereafter be modified for any succeeding periods.

ARTICLE III - DUES DEDUCTIONS

A. GENERAL

1. The Lawrence Public Schools agree to deduct dues from the salaries of unit employees for the ESA as said employees individually and voluntarily authorize the District to deduct and to transmit the monies promptly to the ESA. Employee authorization shall be in writing on a form provided by the District.
2. The ESA shall certify to the District in writing the current rates of any dues to be deducted. The District shall be given thirty (30) days written notice prior to the effective date of any change in the rate of membership dues.
3. Deductions referred to in Section A-1 above shall be made in the following manner:

No later than August 1, the Association shall provide the District with a list and the original signed dues authorization cards of those employees who voluntarily authorized the District to deduct dues.

No later than October 1, the Association shall provide the District with a supplemental list and the original signed dues authorization cards of those additional employees who voluntarily authorized the District to deduct dues.

The total annual membership dues, as certified, shall be deducted in equal dollar installments for the school year not later than forty-five (45) days following the respective dates of August 1 and October 1.

4. The District shall transmit all dues collected to the ESA monthly. The total annual membership dues, as certified, shall be deducted in equal dollar installments for the school year not later than forty-five (45) days following the respective dates of August 1 and October 1.

5. The District shall transmit all dues collected to the ESA monthly.

B. AGENCY FEE

1. The Lawrence Public Schools agree to deduct any agency fee from the salaries of non-member unit employees of the ESA, and to transmit such monies to the ESA.
2. Deductions referred to in section B-1 above shall be made in the following manner: no later than October 1, the Association shall forward to the District a list of non-member-unit employees for whom an agency fee is to be deducted. An agency fee in the amount equivalent to the membership dues, as certified, shall be deducted in equal dollar installments for the school year not later than forty-five (45) days following October 1.
3. The District shall transmit all agency fees collected to the ESA monthly.

ARTICLE IV - RESPONSIBILITIES AND DUTIES OF EMPLOYEES

- A. Employees will give their immediate supervisor, or a person designated by the Central Office, as much advance notice as possible in the event that they must be absent from work or will be reporting in late.
- B. All employees will record their attendance by a sign-in sheet.
- C. For protection of the individual, the Association, the students and community in the operation of these regulations, and in accordance with the recommendations of the State Department of Education, all employees will be expected to comply with the State guidelines covering physical examinations which are as follows:
 1. Each employee shall receive a complete physical examination, including a tine test, and submit the results of such examination to the Superintendent of Schools on a form provided by the school prior to the first day of employment.
 2. Each employee may be required to receive a tine test every two years and submit the results to the Superintendent of Schools.
 3. In the event that an employee does not desire to have the physical examination referred to in C.1 above, performed by his/her family physician, the examination will be performed by a school physician at District expense.

4. In accordance with State Education Law, and notwithstanding the above, the Superintendent may require an examination of an employee by an independent physician.

ARTICLE V - EMPLOYEE WITHOUT LOSS OF PAY

A. TYPES

Types of approved absences without loss of pay and limitations for such absences:

1. Each member of the unit classified as a 10-month employee shall be entitled, during each year of active service in the District, to thirteen (13) days absence with full salary for the purpose of meeting personal illness or obligations, including leave provided in Section A.6. These thirteen (13) days per year shall be accumulated, if not used, up to a maximum of 180 days. For retirement purposes only, unit members may accumulate up to a maximum of 265 days.
2. Each member of the unit classified as a 12-month employee shall be entitled, during each year of active service in the District, to fifteen (15) days absence with full salary for the purpose of meeting personal illness or obligations, including leave provided in Section A.6. These fifteen (15) days per year shall be accumulated, if not used, up to a maximum of 200 days. For retirement purposes only, unit members may accumulate up to a maximum of 265 days.
3. Two (2) representative of the Association may be entitled to three (3) days off without loss of salary or personal days in order to attend the New York State Educational Secretaries annual conference, with expenses to be reimbursed in accordance with District policy.
4. The days accumulated pursuant to Section A.1 and 2 may be used for the following purposes within the limitations and regulations stated:
 - a. For personal illness - - up to the total number of accumulated days as needed.
 - b. During any one school year, a member of the unit may use up to a maximum of twelve (12) days of his/her accumulated sick leave for serious illness or death in his/her immediate family. The immediate family is hereby defined as sibling, child, spouse, parent or parent-in-law. In the event of serious illness or death of other members of

the family, the employee shall be granted a maximum of three (3) days absence for each occurrence.

- c. Days of absence of a personal nature to meet obligations which cannot be met at times other than during a school day -- up to three (3) days per year.
 - d. Days for the observance of religious holidays listed by the Commissioner of Education as days of religious observance for pupils - - as required by an individual's religious persuasion.
5. Regulations governing the various leaves provided for in Section A:
- a. An employee must file a request with the building principal or immediate supervisor on a form provided by the principal's office or the immediate supervisor at least two (2) days in advance for all personal leaves, except in an emergency.
 - b. An employee must notify the principal or immediate supervisor of his/her school, in writing, at the beginning of the school year of all the religious holidays he/she plans to observe during that school year.
 - c. All days of absence not covered in these regulations will result in a salary deduction at the following rates:
 - (1) 10-month employees - $\frac{1}{200}$ of annual salary for each such day of unexcused absence.
 - (2) 12-month employee - $\frac{1}{240}$ of annual salary for each such day of unexcused absence.
 - d. When an employee is absent for illness for more than ten (10) consecutive days, or if there is a recurring illness, then the Board of Education may require an examination by an independent physician at the expense of the School District in order to determine the nature of the, illness and ability of the employee to perform his/her duties.
6. An employee requesting a personal leave day shall do so on the form provided by the building principal of his/her immediate supervisor.

- a. Days of absence of a personal nature to meet obligations which cannot be met at times other than during a school day - up to three (3) days per school year.
- b. Days of a "personal nature" are for personal business and for personal obligations such as:
 - (1) Legal matters including house closings, income tax hearings, adoption proceedings, court appearances, probating wills and the like.
 - (2) Ceremonies such as family weddings, graduations and religious exercises.
 - (3) Moving.
 - (4) Emergency family accidents, doctor or hospital visits.
 - (5) Funerals of relatives other than immediate family.

Days of a personal nature may not be used for purposes of political involvement, for community affairs, for social causes or the like.

- c. For any personal leave, a request must be filed with the building principal or the immediate supervisor at least two (2) days in advance on a form provided by the District.
- d. In filing the District request form for personal leave, the ESA member is required to state reasons only under the following circumstances:
 - (1) When personal leave is requested for a day or days immediately preceding or following- school holidays or vacations involving fewer than four (4) calendar days. When reasons are required, approval will be granted if the purpose of the personal leave is consistent with the reasons set forth above.
 - (2) When personal leave is requested for a day or days during the three-day period preceding or following school holidays or vacations involving four (4) or more calendar days or the summer vacation. In such cases, principals or the immediate

supervisor may not approve any request for personal leave. All such requests shall be reviewed by the ESA member's immediate supervisor and the Superintendent, with approval granted only at the discretion of the Superintendent of Schools.

- e. The District shall also require members to state reasons for personal leaves of absence when there is factual support or strong evidence that the leave is not being used for personal business and personal obligations as defined above.

7. Additional Protection

In case of a permanent member of the unit using all accumulated days of sick leave and still being out with long term illness or disability, the member shall be entitled to receive the difference between his/her regular pay and the equivalent substitute pay up to a cumulative total of 90 days during the life of this agreement. To be eligible for this protection, the member will be required to submit evidence of long-term illness or disability from his/her physician.

B. ATTENDANCE BONUS

Any full-time 12-month unit member who has no absences due to illness, family illness or personal obligations for an entire work year shall be paid a bonus of \$550.00 at the end of the year. Any such unit member who has only one such absence shall be paid a bonus of \$400.00 and any such unit member who has only two such absences shall be paid a bonus of \$350.00. Bonuses for full-time 10-month unit members shall be paid on these same terms, provided, however, that the amounts shall be \$300.00, \$225.00, and \$200.00 respectively. For purposes of this paragraph B authorized absences due to a death in the "immediate family" of an employee, as the term, "immediate family" is defined in this Article V, paragraph A.4.b shall not be regarded as an absence. This provision shall sunset effective July 1, 2005.

C. JURY DUTY

An employee who serves as a juror will receive full salary during the period of actual jury service. Employees shall request "on-call" jury service where applicable. Days of such absence are not to be counted against sick leave or personal days.

D. PAID HOLIDAYS

Members of the Association are entitled to all holidays and school recesses approved by the Board of Education from the day students report for school in September until the last day students are in school.

E. DISTRICT CONFERENCE DAYS

If a District Teacher's Conference Days is held during the school year, this day will be a regular working day of six hours duration. A conference program for unit members may be arranged for that part of the day when they are not required to assist the administration or teachers participating in the conference. The program for that day will be one that is determined in advance to be worthwhile by both the Superintendent of Schools and the ESA.

ARTICLE VI - EMPLOYEE LEAVE OF ABSENCE WITHOUT PAY

A. GENERAL LEAVE

1. Any member of the unit may make a written request for a leave of absence without pay or without loss of the same position, step, classification or vacation for a period of up to six (6) months. Such leaves will be considered where there are special personal situations which fully involve the unit member in nature or where special conditions or opportunities require specific time arrangements by the unit member. Where it is to the benefit of the person involved and the District to arrange such a leave, the Superintendent of Schools will submit the request to the Board of Education recommending approval.
2. Upon at least forty-five (45) calendar days written notice prior to the end of such leave, the leave maybe extended to a combined total of 364 days, upon the approval of the Board of Education. Not later than thirty (30) days prior to the expiration date of a leave of absence, the unit member shall submit a letter to the Superintendent or his designee indicating his/her intention to return or announcing his/her resignation. If the leave extends beyond a six (6) month period, the employee will not be entitled to advancement in step or guarantee of returning to the same position, but will not lose Civil Service classification.
3. All requests for leaves of absence without pay shall be submitted to the Superintendent or his designee not later than ninety (90) days prior to the commencement date of such leave. In the event of an emergency situation, this prior notice requirement may be waived by the Superintendent. Any individual on leave is not entitled to retirement credit, nor is he/she eligible for coverage under the District's insurance benefit program, except for health insurance, which he/she may continue by paying the full premium.

B. CHILD CARE LEAVE

As an alternative to use of sick leave, upon written request submitted at least ninety (90) days before such leave would commence, unit members will be granted a leave of absence, without pay, not to exceed twelve (12) months duration, for the care of a newly-born infant or adopted child. The time on leave shall not apply to any longevity career increment calculations, nor shall the unit member be entitled to retirement credit during the time on leave. Such leave shall be without pay or other employee benefits, except that a unit member may, at their own cost and expense, continue as enrolled member of the District's health insurance plan. If a unit member desires to return from a maternity/child care leave before such leave is scheduled to terminate, the unit member may make such request in writing to the Superintendent or his designee, provided such request is submitted no later than forty (40) days prior to the date when such leave was scheduled to terminate. All requests for early return are subject to approval by the Board of Education, upon the recommendation of the Superintendent of Schools. Not later than forty (40) days prior to the expiration date of a leave of absence, the unit member shall submit a letter to the Superintendent or his designee indicating his/her intention to return or announcing his/her resignation.

ARTICLE VII - EMPLOYEE BENEFITS

A. LATERAL TRANSFER AND PROMOTION

The Personnel Office will forward notices of all vacancies in the bargaining unit to the President of the Association and to all buildings for posting. Final determination as to whether any transfer shall be granted will rest with the Superintendent.

B. N.Y.S. EMPLOYEES RETIREMENT SYSTEM PENSION PLAN

The Assistant Superintendent for Business shall make available to the President of the Association all literature and information as such becomes obtainable on all possible benefits and advantages to unit members under the New York State Employees' Retirement System Pension Plan.

C. UNUSED SICK/RETIREMENT PAYMENT

1. Upon the retirement of any current full-time employee of the unit, a lump sum payment will be made for all unused sick leave up to a maximum of 150 days at a percentage of the daily rate of pay during the last year of employment as follows:

20 years or more	Maximum of 150 days times 50% of daily rate of pay.
15 th through 19 th year	Maximum of 150 days times 45% of daily rate of pay
10 th through 14 th year	Maximum of 150 days times 35% of daily rate of pay

Permanent part-time service credit may be accumulated for purposes of this clause. Years of service will be defined as full-time equivalent. However, substitute employment is ineligible for credit.

Employees who have transferred from Local 237 to the Educational Secretaries' Association, or from the Educational Secretaries' Association to Local 237 shall transfer any employment time, either full-time or part-time, during which they were earning sick days, on a full-time equivalent basis to be used in the calculation of the unused sick leave retirement payment clause as defined in Article IX. B of the Local 237 Agreement and Article VII C of the Educational Secretaries' Association Agreement. However, substitute employment is not eligible for credit.

2. To qualify for this benefit, the retirement letter is due in the Personnel Office no fewer than ninety (90) days in advance of the date of retirement.
3. This provision will be waived for employees retiring for medical reasons, upon the recommendation of the school physician and approval of the Superintendent of Schools. Employees entitled to vacation time will be paid for that time prior to retirement or may take their vacation immediately prior to the date of retirement.

D. INSURANCE

1. HEALTH INSURANCE

The current group health insurance program, or its equivalent, will be made available to unit members, subject to regulations and conditions established by the insurance carrier. The District will pay 85% of the premium cost for the statewide individual plan, and 85% of the premium cost for the statewide family plan. Effective August 30, 2005, the District will pay 83.5% of the premium cost. Effective July 1, 2006, the District will pay 82% of the premium cost. The same dollar amount District premium contribution will apply for any unit employee who elects to participate in the GHI or HIP health insurance program.

Health Insurance Bonus Withdrawal

Members of the unit who withdraw from the District's health insurance plan during the life of this Agreement because of alternate comparable coverage shall receive \$1,200 if they were covered by the family plan, and \$700 if they were receiving individual coverage, provided they remain uncovered under such plan for a period of twelve (12) consecutive months. Such payments shall be made at the end of the twelve (12) month period, provided, however, that in the case of a member who re-enters within the twelve (12) month period, no payment shall be made. After the twelve (12) month period, such member may re-enter the plan in accordance with the following:

Members who have withdrawn from the health insurance plan and receive the bonus may apply for re-entry effective January 1 of any year by notifying the Personnel Office no later than July 1 of the previous year and by filing re-entry papers no later than September 1 so that the waiting period will be completed by January 1, provided that re-entry shall be subject to carrier rules.

2. DENTAL INSURANCE

The current group dental program, or its equivalent, will be made available to full-time unit members, subject to regulations and conditions as established by the insurance carrier. The District will pay 85% of the premium cost for the individual plan and 85% of the premium cost for the family plan.

3. If, during the life of this Agreement, the amount of employee premium contribution or the insurance program referred to in this Section change, including benefits and coverages, for members of the Lawrence Teachers Association, then such change(s) shall apply to members of the unit.

E. TAX SHELTERED ANNUITY PROGRAM

Members of the staff will be eligible to join a tax-sheltered annuity program in the Lawrence Public Schools at any time during the year. The Board will authorize annuities for staff members in accordance with provisions of Section 403(B) of the Internal Revenue Code of 1954 as amended. Applications from staff members for agreement with the School District for reductions in contract salary will be submitted to, and approved by the Assistant Superintendent for Business. Such agreement will specify the reductions in contract salary desired by the individual staff member, the amount of such reduction to be remitted to the company specified by the employee for the purpose of purchasing a nonforfeitable annuity or annuity account qualifying for the purpose of Section 403(B). Any company wishing to participate in the program must be licensed in the State of New York, sign a hold-harmless agreement provided by the Board of Education, have a minimum of ten applications from members of the unit (approved by the company and accepted by the employee) and agree to provide a master monthly billing to the School District.

F. OPTICAL BENEFIT

Each member shall be entitled to payment for one examination per year and/or one pair of eye glasses/contact lenses up to a maximum reimbursement of \$150.00 in any single school year. This provision shall be effective and retroactive to July 1, 2000.

G. LIFE INSURANCE

The District shall provide term life insurance to all full-time unit members and part-time unit members who work a minimum of twenty (20) hours per week, in the amount of \$15,000.00.

ARTICLE VIII - WORK DAY AND YEAR

A. Working hours, exclusive of lunch, shall be as follows:

Full-time Employees - 5 days a week
7 hours a day
Monday through Friday

Part-time Employees - 5 days a week
4 hours a day
Monday through Friday

B. VACATION FOR 12-MONTH EMPLOYEES

1. Twelve (12) month employees employed prior to July 1, 1974 who work full-time, shall be entitled to a one-month vacation during July or August after one full year of service. The one-month vacation for 12-month employees after one year of service shall be computed as one-half of the total number of working days during the months of July and August. In the event that there is an odd number of working days, the odd day shall be considered a vacation day.
2. All twelve-month employees hired subsequent to July 1, 1974 shall be entitled to a vacation during July or August as follows:

<u>No. Of Days</u> <u>Vacation</u>	<u>No. Of Years of Service Completed.</u>
10	after completing 1 through 4 years of service
15	after completing 5 through 8 years of service
20	after completing 9 years or more of service

3. During the first year of employment, an employee will be entitled to vacation days to be taken during the following July and August as follows:

<u>EMPLOYMENT DATE</u>	<u>NO. OF VACATION DAYS</u>
July or August	10
September	9
October	8
November	7
December	6
January	5
February	4
March	3
April	2

4. Employees entitled to a vacation must submit their request in writing to their building principal or immediate supervisor on or before May 15th of each year. It is expected that vacations will be taken during the months of July or August. Requests for vacations at any time other than during July or August must have the approval of the building principal or immediate supervisor and the Superintendent or his designee. Every attempt will be made to grant the summer vacation time requested by each employee.

C. SUMMER EMPLOYMENT

In the event that a ten-month employee desires summer clerical employment, he/she shall be given first consideration for any such District employment. Employees must notify the Personnel Office in writing by April 1st if they desire summer work. They shall state the dates during July and August on which they would be available for employment.

ARTICLE IX - INSERVICE

The District may require unit members to complete one (1) inservice course per year not to exceed eight (8) hours of inservice instruction in each year during the life of the agreement. Such instruction shall be held between 4:00 PM and 6:00 PM (not to exceed four (4) sessions of two (2) hours each) on normal work days and on the District premises. Unit members required to complete an inservice course pursuant to this Article IX shall be compensated at the rate of Ten (\$10.00) Dollars per hour for each hour of inservice instruction.

A member of the unit who is requested to teach an inservice course which meets outside of the normal work day shall be compensated at one and one half times their normal hourly rate for the length of the inservice instruction and/or for any District authorized preparation time.

ARTICLE X - RIGHTS AND PRIVILEGES OF THE EDUCATIONAL SECRETARIES ASSOCIATION

- A. The Association has the right to use the school facilities for Association meetings, subject to District regulations.
- B. No member of the Association shall be penalized in any way for participation in the activities of the Association so long as those activities are within the law and regulations of the State of New York and the agreed upon regulations of this School District.
- C. The Association shall be represented equally in any discussion concerning the formation of the school calendar. It is further agreed that the Superintendent of Schools shall notify the President of the Association as to the time and place of such meetings.
- D. If, during the term of this Agreement, it shall become necessary to abolish a position, it shall be the duty of the Superintendent or his designee to notify the President of the ESA of this fact. Any person so affected by a reduction in staff will be given first priority for any subsequent vacancy that may occur, provided that he/she may be rehired within the framework of existing Civil Service regulations and Civil Service law.

ARTICLE XI - GRIEVANCE PROCEDURE

A. PURPOSE

It is the declared objective of both parties to encourage the prompt and informal resolution of differences as they arise and before recourse to the formal procedures described herein.

B. DEFINITIONS

- 1. Grievance - Shall mean any complaint of an alleged violation of any of the terms and conditions as set forth in this Agreement and applicable official Board of Education policies and regulations with respect to terms and conditions of employment.
- 2. Grievant - shall mean any employee or the Association itself.

3. Immediate Supervisor - shall mean the person to whom the employee is directly responsible. For the purpose of grievance procedures, the line of authority shall be as follows:

Employee

Secretarial, clerical and other personnel assigned to Central Office

Principals' Secretaries

Secretarial and clerical personnel assigned to principals' offices, including library and guidance

Secretarial and clerical personnel assigned to Directors, Supervisors and other District administrative personnel

Immediate Supervisor

Assistant Superintendent

Building Principal

Building Principal

Supervisor or Administrator most directly concerned

C. SUBMISSION OF GRIEVANCE

1. A grievance submitted by an employee shall not be processed beyond STAGE III without the written approval of the Association.
2. A grievance shall be deemed waived unless it is submitted formally within ten (10) working days after an aggrieved party knew, or should have known, of the events or conditions on which it is based.
3. All grievances submitted in writing which are not resolved by June 30 shall be postponed until the following school semester.
4. An aggrieved party may be represented at any or all stages of the formal grievance procedure by representatives selected by the grievant or the Association, not to exceed a total of two (2).

D. PROCEDURES

STAGE I (Informal) - Immediate Supervisor

A grievance shall be submitted to the immediate supervisor. The parties shall attempt to resolve the grievance informally at this level within five (5) working days.

STAGE II (Formal) - Immediate Supervisor

If the grievant is not satisfied with the response received at STAGE I, or no response is received within five (5) working days, the grievant may within five (5) working days thereafter reduce the grievance to writing and submit same to the immediate supervisor. Such writing shall include the provision of this Agreement involved, the time when and the place where the alleged events or conditions constituting the grievance arose, and the proposed remedy sought. The party to whom such written grievance is submitted shall respond in writing within five (5) working days after receipt of the grievance.

STAGE III - Superintendent of Schools

If the grievant is not satisfied with the response received at STAGE II, or if no response is received within five (5) working days, the grievant may within five (5) working days thereafter submit a copy of his written grievance, together with any response received at STAGE II, to the Superintendent of Schools. The Superintendent of Schools, or his/her designee, shall make a determination in regard to the grievance and transmit his/her written decision thereon to the grievant within fifteen (15) working days thereafter. In the course of deciding the grievance, the Superintendent of Schools or his/her designee may hold such meetings or conferences as he/she deems necessary.

Stage IV - Arbitration

If not satisfied with the response received at STAGE III, the Association may within fifteen (15) school days thereafter submit the grievance to arbitration in accordance with the rules of the American Arbitration Association. The arbitrator shall issue a written determination and award to the parties not later than thirty (30) days from the close of the hearing(s). The award of the arbitrator shall set forth the findings of fact and conclusion and shall be advisory to the Board of Education. The arbitrator shall have no power to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of the Agreement, nor shall he/she have the power to alter, add to, or detract from the provisions of this Agreement. The cost for the services of the arbitrator will be borne equally by the parties.

STAGE V - Board of Education

The Board of Education shall, within twenty (20) working days after receiving the advisory arbitrator's recommendation and the previous material filed in this case, render its decision to both parties. Said decision shall be binding in complaints alleging a violation of terms and conditions set forth in this Agreement.

ARTICLE XII - GENERAL

- A. This Agreement shall apply equally to all employees included in the Operations Negotiating Unit and shall pertain to and bind each employee without regard to whether or not he/she is a member in good standing of the employee organization.
- B. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and, therefore, agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement, except by mutual agreement.
- C. The Board of Education may establish rules and regulations to the extent that they are not inconsistent with the provision of this Agreement.
- D. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.
- E. The Association affirms that it does not assert the right to strike or engage in a concerted work stoppage against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.

ARTICLE XIII - DURATION OF AGREEMENT

This Agreement shall become effective as of July 1, 2003 and shall remain in full force until June 30, 2007.

FOR THE BOARD OF EDUCATION

OF THE LAWRENCE U.F.S.D.:



Date: _____

Frank Parise, President

FOR THE EDUCATIONAL
SECRETARIES
ASSOCIATION:



Date: 4/28/06

President

YEAR ONE = 3% ON 02-03			EDUCATIONAL SECRETARIES' ASSOCIATION SALARY SCHEDULE							
APPENDIX A			2003/2004						PRIN.	
TYPIST CLERK		SENIOR	STENOGRAPHER		SENIOR	ACCOUNT	SR. ACCT.	ADMIN.	ACCOUNT	
PHONE OP.		TYP/CLERK			STENO	CLERK	CLERK	ASST.	CLERK	
10 MONTH	12 MONTH	12 MONTH	10 MONTH	12 MONTH	12 MONTH	12 MONTH	12 MONTH	12 MONTH	12 MONTH	12 MONTH
E	23915	28814	29369	24814	29883	32440	35131	36972	37832	38818
O	25049	29948	30502	25948	31017	33574	36285	38106	38966	39951
1	26182	31082	31636	27081	32151	34708	37399	39239	40100	41085
2	27442	32596	33175	28309	33683	36244	38934	40893	41752	42860
3	28683	34200	34798	29626	35320	37904	40569	42584	43433	44598
4	29977	35828	36378	30861	36880	39487	42210	46423	47256	50012
5	31292	37426	37999	32163	38501	41125	43851	46931	47785	50629
6	32369	38890	39437	33328	39953	42695	45564	48726	49584	51902
7	33507	40237	40781	34403	41295	44099	46920	49948	50794	52972
8	34576	41620	42166	35491	42695	45450	48356	51463	52320	54566
9	35759	43032	43625	36593	44138	46882	49661	52906	53760	56154
10	37760	45462	46028	38661	46554	50213	53146	56619	57508	60143
13	38100	45802	46368	39001	46894	50552	53487	56959	57848	60483
15	38344	46149	46722	39283	47254	51581	54561	58085	58969	61617

A SENIOR STENOGRAPHER SERVING AS PRINCIPAL'S SECRETARY SHALL RECEIVE \$1,306 ADDITIONAL SALARY. ALL FULL-TIME EMPLOYEES SHALL RECEIVE A \$1,000 LONGEVITY INCREMENT AT THE START OF THE 17TH AND 20TH YEAR OF SERVICE. PART-TIME (4 HOURS PER DAY) EMPLOYEES SHALL RECEIVE ONE-HALF OF THE SALARY STATED FOR THE PARTICULAR CIVIL SERVICE CATEGORY.

YEAR TWO = 3% ON 03-04			EDUCATIONAL SECRETARIES' ASSOCIATION SALARY SCHEDULE							
APPENDIX B			2004/2005							
TYPYST CLERK			SENIOR	STENOGRAPHER	SENIOR	ACCOUNT	SR. ACCT.	ADMIN.	ACCT.	
PHONE OP.			TYP/CLERK		STENO	CLERK	CLERK	ASST.	CLERK	
	10 MONTH	12 MONTH	12 MONTH	10 MONTH	12 MONTH	12 MONTH	12 MONTH	12 MONTH	12 MONTH	
E	24632	29679	30251	25558	30780	33413	36185	38081	39982	
O	25800	30847	31417	26726	31948	34581	37353	39249	41149	
1	26967	32015	32586	27893	33116	35749	38521	40416	42317	
2	28266	33574	34171	29158	34694	37331	40102	42120	44146	
3	29544	35226	35841	30515	36379	39041	41786	43862	45936	
4	30876	36902	37469	31787	37987	40672	43477	47816	51512	
5	32231	38549	39139	33128	39656	42359	45167	48339	52147	
6	33340	40056	40620	34328	41151	43975	46931	50188	53459	
7	34512	41444	42004	35435	42534	45422	48327	51446	54561	
8	35613	42869	43431	36555	43975	46813	49807	53007	56203	
9	36831	44323	44933	37691	45462	48268	51151	54493	57838	
10	38893	46826	47408	39821	47951	51719	54740	58318	61947	
13	39243	47176	47759	40171	48301	52069	55091	58668	62297	
15	39494	47534	48123	40462	48672	53129	56198	59827	63465	

A SENIOR STENOGRAPHER SERVING AS PRINCIPAL'S SECRETARY SHALL RECEIVE \$1,306 ADDITIONAL SALARY. ALL FULL-TIME EMPLOYEES SHALL RECEIVE A \$1,000 LONGEVITY INCREMENT AT THE START OF THE 17TH AND 20TH YEAR OF SERVICE. PART-TIME (4 HOURS PER DAY) EMPLOYEES SHALL RECEIVE ONE-HALF OF THE SALARY STATED FOR THE PARTICULAR CIVIL SERVICE CATEGORY.

YEAR THREE = 3 1/4% ON 04-05 EDUCATIONAL SECRETARIES' ASSOCIATION SALARY SCHEDULE											
APPENDIX C			2005/2006							PRIN.	
TYPIST CLERK		SENIOR		STENOGRAPHER		SENIOR ACCOUNT SR. ACCT.		ADMIN.		ACCT.	
PHONE OP.		TYP/CLERK				STENO CLERK		CLERK		ASST. CLERK	
10 MONTH		12 MONTH		10 MONTH		12 MONTH		12 MONTH		12 MONTH	
E	25433	30643	31234	26389	31780	34499	37361	39319	40233	41282	45000
O	26639	31849	32439	27595	32986	35705	38567	40525	41439	42486	46500
1	27843	33055	33645	28800	34192	36911	39773	41730	42645	43692	48000
2	29184	34665	35281	30105	35821	38544	41405	43489	44402	45581	49500
3	30504	36371	37006	31506	37562	40310	43144	45287	46190	47429	51000
4	31880	38102	38687	32820	39221	41994	44890	49370	50256	53186	52500
5	33278	39802	40411	34204	40945	43735	46635	49910	50818	53842	54000
6	34423	41358	41940	35443	42489	45405	48458	51819	52732	55196	55500
7	35634	42791	43369	36587	43916	46899	49898	53118	54019	56334	57000
8	36771	44262	44843	37743	45405	48335	51426	54730	55641	58030	58500
9	38028	45764	46394	38916	46939	49836	52814	56284	57172	59718	60000
10	40157	48348	48949	41115	49509	53400	56519	60213	61158	63960	61500
13	40518	48709	49311	41477	49870	53761	56882	60574	61520	64322	66000
15	40778	49078	49687	41777	50254	54855	58024	61772	62712	65528	69000

A SENIOR STENOGRAPHER SERVING AS PRINCIPAL'S SECRETARY SHALL RECEIVE \$1,306 ADDITIONAL SALARY. ALL FULL-TIME EMPLOYEES SHALL RECEIVE A \$1,000 LONGEVITY INCREMENT AT THE START OF THE 17TH AND 20TH YEAR OF SERVICE. PART-TIME (4 HOURS PER DAY) EMPLOYEES SHALL RECEIVE ONE-HALF OF THE SALARY STATED FOR THE PARTICULAR CIVIL SERVICE CATEGORY.

YEAR FOUR = 3.25% ON 05-06			EDUCATIONAL SECRETARIES' ASSOCIATION SALARY SCHEDULE									
APPENDIX D			2006/2007						PRIN.			
TYPIST CLERK		SENIOR	STENOGRAPHER		SENIOR ACCOUNT		SR. ACCT.	ADMIN.	ACCT.	ACCOUNTANT		
PHONE OP.		TYP/CLERK			STENO	CLERK	CLERK	ASST.	CLERK	TANT		
10 MONTH	12 MONTH	12 MONTH	10 MONTH	12 MONTH	12 MONTH	12 MONTH	12 MONTH	12 MONTH	12 MONTH	12 MONTH	12 MONTH	
E	26259	31639	32249	27246	32813	35620	38575	40596	41541	42623	46463	
O	27504	32884	33493	28492	34058	36865	39821	41842	42786	43867	48011	
1	28748	34130	34738	29736	35304	38111	41066	43086	44031	45112	49560	
2	30133	35792	36428	31084	36985	39797	42751	44902	45845	47062	51109	
3	31496	37553	38209	32530	38782	41620	44546	46759	47691	48970	52658	
4	32916	39340	39944	33886	40496	43358	46349	50974	51889	54915	54206	
5	34360	41095	41724	35316	42276	45157	48150	51532	52470	55592	55755	
6	35542	42702	43303	36595	43870	46880	50031	53503	54445	56990	57304	
7	36792	44182	44779	37776	45343	48423	51519	54845	55774	58165	58853	
8	37966	45701	46300	38970	46880	49906	53097	56508	57449	59916	60401	
9	39264	47251	47901	40180	48465	51456	54530	58093	59030	61659	61950	
10	41462	49919	50540	42451	51118	55135	58356	62170	63146	66039	63499	
13	41835	50292	50913	42825	51491	55508	58731	62543	63519	66412	68145	
15	42103	50674	51302	43134	51887	56638	59910	63779	64750	67657	71243	

A SENIOR STENOGRAPHER SERVING AS PRINCIPAL'S SECRETARY SHALL RECEIVE \$1,306 ADDITIONAL SALARY. ALL FULL-TIME EMPLOYEES SHALL RECEIVE A \$1,000 LONGEVITY INCREMENT AT THE START OF THE 17TH AND 20TH YEAR OF SERVICE. PART-TIME (4 HOURS PER DAY) EMPLOYEES SHALL RECEIVE ONE-HALF OF THE SALARY STATED FOR THE PARTICULAR CIVIL SERVICE CATEGORY.

